

MEMORANDUM

Agenda Item No. 14(A)(7)

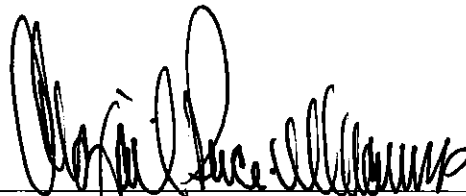
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 18, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the Memorandum of Agreement between Miami Dade College and Miami-Dade County for first responder and emergency medical technician training; authorizing the County Mayor to execute same, spend up to \$60,000.00 annually, to execute future agreements with Miami Dade College in substantially the form attached hereto

The accompanying resolution was prepared by Miami-Dade Fire and Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



Abigail Price-Williams
County Attorney

APW/lmp

Memorandum



Date: October 18, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Subject: Resolution Approving a Memorandum of Agreement between Miami Dade College and Miami-Dade County for First Responder and Emergency Medical Technician Training

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached Memorandum of Agreement (MOA) between Miami Dade College (MDC) and Miami-Dade County (County) to provide First Responder and Emergency Medical Technician (EMT) training and certification to Miami Dade Fire Rescue Department (MDFR) non-certified trainee recruits. MDC is a SACS accredited educational institution capable of providing First Responder, EMT training, and certification programs for its students. The term of this MOA is for one (1) year beginning November 1, 2016 and automatically renews for three (3) one-year periods.

SCOPE

This MOA is an affiliation agreement that provides for EMT certification training required under Chapter 401 of the Florida Statutes and Florida Administrative Code 64J. MDC will design and provide learning experiences through the application of knowledge and skills in actual patient-centered situations in EMS and Fire Services through didactic, psychomotor skills and evaluations in order to train and certify students in areas of First Responder and EMT. This MOA will impact those MDFR non-certified trainee recruits enrolled in the program, and is, therefore will have a countywide impact.

FISCAL IMPACT

The cost associated with this training and certification is approximately \$2,000.00 per MDFR non-certified trainee recruit. MDFR estimates no more than \$60,000.00 as the annual cost for this training, as MDFR hires (1) one class of 30 non-certified trainee recruits yearly. This expense is included in MDFR's District budget.

TRACK RECORD/MONITOR

Fire Chief Dave Downey or the Fire Chief's designee with MDFR, will monitor this MOA.

DELEGATED AUTHORITY

The County Mayor and the County Mayor's designee is authorized to execute this MOA, to enforce the terms contained therein, and to enter into future agreements with MDC in substantially the same form as the attached MOA after approval by the County Attorney's Office as to legal sufficiency and as long as the expenses are provided for in MDFR's budget.

BACKGROUND

Miami Dade College is licensed by the Florida Department of Health's, Bureau of Emergency Medical Services in Tallahassee, Florida, and accredited by the Commission on Accreditation of Allied Health Education Programs. An Emergency Medical Technician (EMT) is the intermediate care practitioner in emergency medical services. These individuals arrive on scenes, and provide the initial assessment and direct patient care in the pre-hospital environment.

MDFR will be hiring employees over the next (3) three years that do not have this certification to have access to the most diverse pool of applicants. Non-certified employees will not be able to operate on front line units until the minimum training has been completed and this certification has been attained by each new employee. Obtaining the EMT certification is a minimum requirement for firefighters employed with MDFR and will be a condition of employment for all non-certified employees.

This MOA is a typical agreement for both MDC and MDFR, and the County has used MDC for EMT training since 1992. This affiliation agreement will also provide MDFR with the opportunity to explore and develop future community outreach programs.



Russell Benford
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 18, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(7)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(7)
10-18-16

RESOLUTION NO. _____

RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN MIAMI DADE COLLEGE AND MIAMI-DADE COUNTY FOR FIRST RESPONDER AND EMERGENCY MEDICAL TECHNICIAN TRAINING; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME, SPEND UP TO \$60,000.00 ANNUALLY, TO EXECUTE FUTURE AGREEMENTS WITH MIAMI DADE COLLEGE IN SUBSTANTIALLY THE FORM ATTACHED HERETO

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying Memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the execution of the attached Memorandum of Agreement between Miami Dade College and Miami-Dade County for first responder and emergency technician training, and authorizes the County Mayor or County Mayor's designee to execute that agreement in substantially the form attached hereto as Exhibit A.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to spend up to \$60,000.00 annually pursuant to this Memorandum of Agreement, provided that such funds have been authorized by this Board in the annual budget or by separate resolution; and to execute future agreements with Miami Dade College for first responder and emergency technician training in substantially the form attached hereto, after approval by the County Attorney's office as to legal sufficiency, provided that any necessary County expenditures have been approved by this Board in the annual budget or by separate resolution.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of October, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

DF

Daniel Frastai

EXHIBIT A

MEMORANDUM OF AGREEMENT

This Affiliation Agreement ("Agreement") is made and entered into by and between the District Board of Trustees of Miami Dade College ("School") and Miami-Dade County ("County") this ____ day of _____, 2016.

RECITALS

WHEREAS, the County's Fire Rescue Department ("MDFR") provides Emergency Medical Services ("EMS") and Fire Services to residents and visitors of Miami-Dade County; and

WHEREAS, MDFR is seeking to have non-certified trainee recruits certified as First Responders and Emergency Medical Technicians ("EMT"); and

WHEREAS, the School is accredited by the Southern Association of Colleges and Schools (SACSCOC), as an educational institution for First Responder, EMT and Paramedic training

WHEREAS, the School is also licensed by the Florida Department of Health, Bureau of Emergency Medical Services in Tallahassee, Florida and accredited by the Commission on Accreditation of Allied Health Education Programs upon the recommendation of the Committee on Accreditation of Educational Programs for EMS Professions to provide Emergency Medical Technician College Certificates; and

WHEREAS, the School would like to provide First Responder and EMT training to trainees from MDFR, and MDFR would like to send non-certified trainee recruits to be School to be trained for certification; and

WHEREAS, MDFR would like to provide assistance with the training by making certain facilities available to the MDFR trainees attending these certification courses at the School; and

WHEREAS, the County and the School wish to enter into this Affiliation Agreement ("Agreement").

NOW THEREFORE, the parties agree to the following:

1. PROGRAM:

The County and School will design an education program ("Program") to train MDFR trainees ("student-trainees") in the areas of First Responder and EMT.

These student-trainees will attain minimum credentials for continued employment within the MDR.

- a. The educational experience provided will be consistent with the curriculum requirements of both School and MDR in accordance to the FDOE curriculum framework.
- b. The Program will be periodically reviewed by a person with sufficient training whose responsibilities shall be to act as liaison between the School and MDR ("County Liaison"), the School and MDR and, when appropriate, be revised to meet the curriculum requirements of MDR and the School along with the standards of their accrediting entities.
- c. The education experience for student-trainees in the Program will be an integral part of the services provided by the School. Student-trainees will be under the direct supervision of MDR or School personnel who are licensed or otherwise qualified to perform Emergency Medical Services.
- d. Participation in this Program can lead towards obtaining, at a minimum, an Associates of Science degree from the School.
- e. Success of the Program will be measured by the number of student-trainees who complete the Program and obtain an Emergency Medical Technician ("EMT") certification, a minimum requirement to remain employed with MDR.
- f. Funding for the Program and student-trainees' participation in this program, include School application fees, registration fees, tuition, laboratory fees, and clinical internships, uniforms, books and supplies shall be provided by MDR, as provided in Section 2, entitled "Responsibility of MDR", below.

2. RESPONSIBILITIES OF MDR:

MDR shall:

- a. Furnish the premises, personnel, services, and all other items necessary for the clinical experience for the Program.
- b. Appoint a County Liaison.
- c. Furnish the names and/or the quantity of participants to the School 45 days prior to the start of First Responder and EMT training courses. MDR Payment will made immediately upon receipt of invoice from School.

- d. Provide field experiences (fire rescue ride time, etc.) to the student-trainees assigned hereunder. Such student-trainees shall be subject to the supervision direction and control of MDFR while performing their assignments.
- e. Provide equipment for instruction. The equipment will be used for the School to instruct the student-trainees on the didactic and psychomotor portion of the Program. The equipment will remain the property of MDFR unless otherwise authorized in writing to the School.
- f. Advise all student-trainees of the rules, policies and procedures of MDFR and the Program and that noncompliance of the rules, policies and procedures of the Program, MDFR or the School may result in dismissal from the Program and MDFR.
- g. Permit inspections of facility to ensure that the facility meets State of Florida standards of training centers.

3. RESPONSIBILITIES OF SCHOOL:

The School shall:

- a. Designate a faculty member of School ("School Representative") to coordinate the clinical training experience of student-trainees participating in the Program with MDFR.
- b. Be responsible for the scheduling of student-trainees admitted to participate in the Program and maintain the appropriate records as required for the Program.
- c. Provide the educational program for training the student-trainees to become Emergency Medical Technicians, First Responders, including didactic, practical and clinical instruction.
- d. Develop criteria for the evaluation of the performance of student-trainees participating in the Program and shall provide those criteria with appropriate reporting forms (attendance, evaluation, etc.) to student-trainees and MDFR.
- e. Assign grades to student-trainees participating in the Program on the basis of performance.
- f. Inform all student-trainees and personnel participating in the Program that they are required to comply with the rules and regulations of Program and School.
- g. Advise all student-trainees of the rules, policies and procedures of MDFR and the Program and that noncompliance of the rules, policies and procedures of the Program, MDFR or the School may result in dismissal from the Program and MDFR.
- h. Cooperate with MDFR in matters related to academic performance and student-trainees conduct related to the Program.

i. Provide proof to MDFR that the student-trainees meet the requirements for the MDFR's basic infectious disease review, which shall include health status reports for each student-trainee assigned to externship training, records of proof of immunization against common communicable diseases, a tuberculosis screening and any other requirements.

j. Provide opportunities for Hospital externships. A hospital externship is an experimental learning opportunity that provides the student with a short practical experience in the field, similar to an internship.

4. GENERAL PROVISIONS:

a. **Compliance with laws:** MDFR and the School shall comply with all applicable federal, State of Florida, and municipal laws, ordinances, rules, and regulations, including, but not limited to the confidentiality of patient records and the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) .

b. **Performance:** A delay in, or failure of performance of MDFR or the School that is caused by occurrences beyond the control of any party shall not constitute default hereunder, or give rise to any claim for damages.

5. TERM AND EFFECTIVE DATE:

a. The terms of this Agreement shall be for one (1) year and shall become effective when the Agreement is fully executed by the parties. It will automatically renew for three (3) one-year periods, thereafter.

b. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the students' course during the semester, whichever is later.

c. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement by giving thirty (30) days prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty-day period.

d. School shall receive payment for services rendered prior to termination.

6. INDEMNIFICATION:

The School shall defend, indemnify and hold the County, its commissioners, officers, employees, and volunteers harmless from any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement by the School, subject to the

provisions, limits and limitations of Section 768.28(5), Florida Statutes, as may be amended, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the School, its trustees, officers, agents, employees, students, or School Instructors (if applicable).

The County shall defend, indemnify and hold the School, its trustees, officers, employees, and volunteers harmless from any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, subject to the provisions, limits and limitations of Section 768.28(5), Florida Statutes, as may be amended, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents, employees, students, or Instructors (if applicable).

7. NOTICE:

All notices should be sent to the parties as follow: All notices and demands of any kind which any party to this Agreement may be required or desire to serve upon any other party under the terms of this Agreement shall be in writing and shall be deemed to have been effectively given if written in the English language and served by personal service, air courier, email, or facsimile at the following addresses:

To Miami-Dade County: Dave Downey, MPA, CFO Fire Chief Miami-Dade Fire Rescue 9300 NW 41st Street Miami, FL 33178	To Miami Dade College: Mark A. Everett, DHA, M.B.A. President, Medical Campus Miami Dade College 950 N.W. 20 th Street Miami, FL 33127
--	--

8. ASSIGNMENT:

This Agreement may not be assigned without prior written agreement of the parties.

9. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties with respect to the matters contained herein. No representations or statements made by any officers, employees, agents or representatives of the parties shall be binding on either party unless set forth herein. This Agreement shall not be amended, modified or supplemented except by written amendment signed by the duly authorized representative of each party.

IN WITNESS WHEREOF this Agreement has been signed by the duly authorized representative of the respective parties hereto.

DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE

Attest:

By: _____

By: _____

Print name:

Mark A. Everett, DHA, M.B.A.

Print title:

President, Medical Campus

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

Attest:

_____, Clerk

By: _____

By: _____

Deputy Clerk

Mayor or designee